

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, OCTOBER 22, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of FY 2016 K9 Grant Application - Major Greg Rowan
2. Presentation of 2016 Dawson County Payroll and Holiday Calendar - Director of Human Resources Danielle Yarbrough
3. Presentation of 2016 Board of Commissioners Meeting Calendar - County Clerk Danielle Yarbrough
4. Presentation of Bid #256-15 RFP HVAC Maintenance & Repair - Purchasing Director Davida Simpson

To view the solicitation documents click [here](#).

5. Presentation of Bid #258-15 IFB Emergency Services Uniforms - Emergency Services Director Billy Thurmond

To view the solicitation documents click [here](#).

6. Board Appointment:
 - Wendi Bock - Dawson County Library Board - *replacing Nancy Disharoon*
(Term: October 2015 to June 2016)
7. County Manager Report
8. County Attorney Report

Backup material for agenda item:

1. Presentation of FY 2016 K9 Grant Application - Major Greg Rowan



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Sheriff's Office

Presenter: Greg Rowan

Submitted By: Sheriff's Office

Date Submitted: 10-15-2015

Item of Business/Agenda Title: FY 2016 K-9 Grant Application

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Application due 11/6/2015.

Purpose of Request: Approval of FY 2016 K-9 Grant Application and approval for Chairman Berg to sign contact if grant is awarded.

Department Recommendation: Approve FY 2016 K9 Grant Application

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Prior FY 2015 award amount was \$112,204 for salaries of K-9 officers Jessica

No Kraft and Zachary Smith. The grant only covers salaries and benefits. Additional expenditures are budgeted in General Fund.

Amount Requested: \$0 no match required

Amount Budgeted: Grant revenue will be budgeted in FY 2016 budget

Fund Name and Account Number: 250-00-3322-XXXXXX-016 and 100-00-3322-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10-15-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10-22-2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 K-9 Grant Application

DATE: 10-15-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 11/5/2015

PURPOSE: Request BOC approval to approve the FY 2016 K9 competitive grant application and for Chairman Berg to sign contract if grant is awarded.

HISTORY: This is a recurring grant from Criminal Justice Coordinating Council. This grant is used to fund K9 personnel.

FACTS AND ISSUES: The grant award period is January 1, 2016 through December 31, 2016. Award amount for 2015 was \$112,204; will be requesting consistent amount for FY 2016. The application deadline for this grant is November 6, 2015. Notification of the grant application was not received until early October.

OPTIONS: Grant approval for Chairman Berg to sign grant application and if awarded, grant award contract.

RECOMMENDED SAMPLE MOTION: Motion to approve FY201 K9 grant application and to allow Chairman Berg to sign grant award contract if awarded.

DEPARTMENT: Sheriff's Office

Prepared by: _____

Director _____



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: State of Georgia Criminal Justice Coordination Council 104 Marietta Street NW, Suite 440 Atlanta, GA 30303-2743 Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs	7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program Drug Control and System Improvement Formula Grant Program CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> The Dawson County Board of Commisioners does not conduct lobbying activities	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Mike Berg</u> Title: <u>Chairman, Dawson County Board of Commissioners</u> Telephone No.: <u>(706) 344-3501</u> Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534

2. Application Number and/or Project Name

North Georgia K-9 Task Force

3. Grantee IRS/Vendor Number

58-6011881

4. Typed Name and Title of Authorized Representative

Mike Berg, Chairman of Dawson County Board of Commissioners

5. Signature

6. Date

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Dawson County Board of Commissioners

PROJECT TITLE: North Georgia K-9 Task Force

GRANT NUMBER: _____

Mr.

Ms.

Billy Carlisle

PROJECT DIRECTOR NAME (Type or Print)

Sheriff, Dawson County Sheriff's Office

Title and Agency

19 Tucker Avenue

Dawsonville

30534

Official Agency Mailing Address

706-344-3535

City

706-344-3537

Zip

Daytime Telephone Number

Carlisle@dawsoncountysheriff.org

Fax Number

E-Mail Address

Mr.

Ms.

Dena Bosten

FINANCIAL OFFICER (Type or Print)

Chief Financial Officer, Dawson County

Title and Agency

25 Justice Way

Dawsonville

30534

Official Agency Mailing Address

706-344-3500 X 42214

City

706-344-3504

Zip

Daytime Telephone Number

dbosten@dawsoncounty.org

Fax Number

E-Mail Address

Mr.

Ms.

Mike Berg

AUTHORIZED OFFICIAL (Type or Print)

Chairman, Dawson County Board of Commissioners

Title and Agency

25 Justice Way

Dawsonville

30534

Official Agency Mailing Address

706-344-3501

City

706-344-3504

Zip

Daytime Telephone Number

mberg@dawsoncounty.org

Fax Number

E-Mail Address

CIVIL RIGHTS CONTACT

- (1) **Civil Rights Contact Person:** Danielle Yarbrough
- (2) **Title/Address:** Human Resources, Dawson County
25 Justice Way
Suite 2233
Dawsonville, GA 30534
- (3) **Telephone Number:** (706) 344-3500 X 42245
- (4) **Number of persons employed by the organizational unit (agency) responsible for administering the subgrant:** 112

Questions regarding the EEOC compliance requirements in connection with funding under this program should be addressed directly to the Office of Civil Rights Compliance, Office of Justice Programs, 633 Indiana Avenue, NW, Washington, D.C. 20531. That Office may be reached at (202) 724-7861.

Backup material for agenda item:

2. Presentation of 2016 Dawson County Payroll and Holiday Calendar - Director of Human Resources Danielle Yarbrough



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Human Resources

Presenter: Danielle Yarbrough

Submitted By: Danielle Yarbrough

Date Submitted: 10/12/15

Item of Business/Agenda Title: Presentation of the 2016 Holiday and Payroll Calendar

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR X Commission Action Needed.

Is there a deadline on this item? If so, Explain:

Purpose of Request: Seek approval of the 2016 Holiday and Payroll Calendar

Department Recommendation: Staff recommends approval

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: N/A

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: David McKee Date: 10/12/2015

Finance Dept. Authorization: Dena Bosten Date: 10/12/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: _____

Attachments: 2016 Holiday and Payroll Calendar

PAYROLL CALENDAR FOR 2016

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/19/2015	1/1/2016	1/8/2016	JANUARY	1
1/2/2016	1/15/2016	1/22/2016		2
1/16/2016	1/29/2016	2/5/2016	FEBRUARY	3
1/30/2016	2/12/2016	2/19/2016		4
2/13/2016	2/26/2016	3/4/2016	MARCH	5
2/27/2016	3/11/2016	3/18/2016		6
3/12/2016	3/25/2016	4/1/2016	APRIL	7
3/26/2016	4/8/2016	4/15/2016		8
4/9/2016	4/22/2016	4/29/2016		9
4/23/2016	5/6/2016	5/13/2016	MAY	10
5/7/2016	5/20/2016	5/27/2016		11
5/21/2016	6/3/2016	6/10/2016	JUNE	12
6/4/2016	6/17/2016	6/24/2016		13
6/18/2016	7/1/2016	7/8/2016	JULY	14
7/2/2016	7/15/2016	7/22/2016		15
7/16/2016	7/29/2016	8/5/2016	AUGUST	16
7/30/2016	8/12/2016	8/19/2016		17
8/13/2016	8/26/2016	9/2/2016		SEPTEMBER
8/27/2016	9/9/2016	9/16/2016	19	
9/10/2016	9/23/2016	9/30/2016	20	
9/24/2016	10/7/2016	10/14/2016	OCTOBER	21
10/8/2016	10/21/2016	10/28/2016		22
10/22/2016	11/4/2016	11/11/2016	NOVEMBER	23
11/5/2016	11/18/2016	11/25/2016		24
11/19/2016	12/2/2016	12/9/2016	DECEMBER	25
12/3/2016	12/16/2016	12/23/2016		26
12/17/2016	12/30/2016	1/6/2017	JANUARY	1

2016 HOLIDAY SCHEDULE

New Year's Day	Friday 1/1/2016	Veteran's Day	Friday 11/11/2016
MLK Day	Monday 1/18/2016	Thanksgiving	Thursday 11/24/2016
President's Day	Monday 2/15/2016	Day after Thanksgiving	Friday 11/25/2016
Memorial Day	Monday 5/30/2016	Christmas Eve (Observed)	Friday 12/23/2016
Independence Day	Monday 7/4/2016	Christmas Day (Observed)	Monday 12/26/2016
Labor Day	Monday 9/5/2016		

Floating Holiday (8 Hrs) -may be taken at employee's discretion during the year

No insurance deductions withheld

Date falls on Holiday - Check processing will be adjusted to 11/10/2016

Backup material for agenda item:

3. Presentation of 2016 Board of Commissioners Meeting Calendar - County Clerk Danielle Yarbrough



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Board of Commissioners

Presenter: County Clerk Danielle Yarbrough

Submitted By: County Clerk Danielle Yarbrough

Date Submitted: 10/12/15

Item of Business/Agenda Title: Presentation of the Draft 2016 Board of Commissioners Meeting Calendar

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Seek approval of the Draft 2016 Board of Commissioners Meeting Calendar

Department Recommendation: Staff recommends approval

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: Mike Berg Date: 10/12/2015

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: _____

Attachments: Draft 2016 BOC Meeting Calendar

**Dawson County Board of Commissioners
Draft Meeting Calendar 2016**

Voting Session	Work Session
	01/14/16
01/21/16	01/28/16
02/04/16	02/11/16
02/18/16	02/25/16
03/03/16	03/10/16
03/17/16	03/24/16
04/07/16	04/14/16
04/21/16	04/26/16 Tuesday *
05/05/16	05/12/16
05/19/16	05/26/16
06/02/16	06/09/16
06/16/16	06/23/16
07/07/16	07/14/16
07/21/16	07/28/16
08/04/16	08/11/16
08/18/16	08/25/16
09/01/16	09/08/16
09/15/16	09/22/16
10/06/16	10/13/16
10/20/16	10/27/16
11/03/16	11/10/16
11/17/16	11/22/16 Tuesday *
12/01/16	12/08/16
12/15/16	

Backup material for agenda item:

4. Presentation of Bid #256-15 RFP HVAC Maintenance & Repair - Purchasing Director
Davida Simpson

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Facilities & Et Al

Presenter: Dauida Simpson, Purchasing Director

Submitted By: Purchasing Director Dauida Simpson

Date Submitted: October 13, 2015

Item of Business/Agenda Title: Presentation of Bid #256-15 RFP HVAC Maintenance & Repair (FY2016)

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 17, 2015 is the 90 deadline for BOC to take action

Purpose of Request: To secure pricing under an annual contract with a qualified vendor to provide HVAC maintenance and repair as required by the County.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

- Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
- No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: \$15,000 and other costs as needed

Amount Budgeted: \$137,400 Proposed FY 2016

Fund Name and Account Number: 100-00-1565-5222200-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10-15-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: Bids can be found at www.dawsoncounty.org> Bids & RFPs> Bids Under Evaluation. Exhibit B is vendor's price proposal. Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #256-15 RFP HVAC Maintenance & Repair (FY2016)

DATE: October 13, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: November 5, 2015

PURPOSE: To secure product pricing under an annual contract with a qualified vendor to provide HVAC maintenance and repair as required by the County.

HISTORY: Standard contract for HVAC maintenance and repair that is bid out every three (3) years. All renewals have been exhausted. Vendor has positive evaluations. Contract is set to expire December 31, 2015.

FACTS AND ISSUES: Set Point HVAC is the most responsive, responsible bidder. Contract price is within budget and lower than current pricing.

OPTIONS: Approve as submitted (recommended).

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #256-15 RFP HVAC Maintenance & Repair to the most responsible, responsive bidder, Set Point HVAC and approve the contract as submitted in the amount of \$15,000, beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

HVAC Maintenance & Repair (FY16) Bid #256-15 RFP

WORK SESSION OCTOBER 22, 2015



Background

- ▶ Standard contract for services
 - ▶ Current contract will expire December 31, 2015
 - ▶ Exhausted all renewals
 - ▶ Current contract is \$15,300 for Preventative Maintenance
 - ▶ Repairs as needed:
 - ▶ 2015 - \$56,520.50
 - ▶ 2014 - \$60,143.50
 - ▶ 2013 - \$77,755.50
- ▶ Bid every 3 years
 - ▶ Bid was released on August 19, 2015
 - ▶ Pre-Proposal meeting held September 18, 2015

Scope of Work

- ▶ 187 units countywide at all county facilities
- ▶ Routine preventative maintenance
 - ▶ Twice a year: April & October
- ▶ Semi-annual cleaning
 - ▶ Beginning of heating and cooling seasons
- ▶ Filter changes (vendor to provide filters)
- ▶ Quarterly unit checks
- ▶ Any other repair work needed

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous bidders
- ▶ 5 bids received

Evaluation Committee

- ▶ James Tolbert, Facilities Director
- ▶ Maynard Waters, Facilities Maintenance Supervisor
- ▶ Victoria Bosten, Administrative Assistant
- ▶ Davida Simpson, Purchasing Director (facilitator)

Scoring

	Score	Annual Pricing	Price Per Hour	Response Times
5 Seasons	29	\$46,750	1 person crew - \$75 2 person crew - \$170 Trip charge - \$55	Emergency – Normal Hrs: 2-4 & Outside Hrs:4-6 hrs; Normal business hrs – 8 hrs
All Systems	61	\$18,350	1 person crew - \$65 2 person crew - \$105 Trip charge - \$45	Emergency & Normal business hrs – 8 business hrs
B&W Mechanical	69.3	\$18,150	1 person crew - \$96 2 person crew - \$135 Trip charge - \$65	Emergency – Normal Hrs: 2 hrs & Outside Hrs: 4; Normal business hours – NLT next business day
Capital City Mechanical	60.7	\$43,229	1 person crew - \$85 2 person crew - \$170 Trip charge - \$35	Emergency – 2-4 hrs; Normal business hours – 4 hrs
Set Point HVAC Services	85.3	\$15,000	1 person crew - \$65 2 person crew - \$95 Trip charge \$0	Emergency – 1 hr or less; Normal business hours – 2 hrs or less

Recommendation

Staff respectfully requests the Board to award Bid #256-15 RFP HVAC Maintenance & Repair to the most responsive, responsible bidder, Set Point HVAC Services out of Dahlonega, GA in the amount of \$15,000 and approve the contract as submitted beginning January 1, 2016.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2016
Contract End Date: December 31, 2016
Contract Name: HVAC Maintenance & Repair
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this _____ day of _____, 2015, by and between Dawson County, Georgia (hereinafter referenced as "County") and _____, [a sole proprietorship, a partnership, a Georgia limited liability corporation, a Georgia corporation] (hereinafter referenced as "Contractor").

The Request for Proposals received pursuant to Dawson County Project No. #256-15 RFP HVAC Maintenance & Repair and addenda issued for the Request for Proposals referenced herein, and the Contractor's bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Proposals and the addenda issued for the Request for Proposals set forth within "Exhibit A" that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor's employees shall abide by all rules established by the County.

2. **Term of Agreement**

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days' notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days' notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #256-15 RFP HVAC Maintenance & Repair. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #256-15 RFP HVAC Maintenance & Repair. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. **Payment**

Compensation to the Contractor shall be as set forth in the Request for Proposals, any addenda issued for the Invitation for Bids, and the Contractor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the County that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the County, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the County. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the County.

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person

caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$ 1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

8. Change Order

Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

9. Confidential Information

While performing services for the County, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data,

maps, or other materials prepared in accord with the terms of this Contract and Agreement.

10. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners

ATTN: Purchasing Director

25 Justice Way, Suite 2223

Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20____.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



**BID #256-15 RFP HVAC MAINTENANCE & REPAIR
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Set Point HVAC Services

Vendor is to provide all materials, equipment and labor for HVAC Maintenance under an annual contract at the Rates listed below.

I. Annual Cost for Preventative Maintenance as described under Scope of Work:	
Lump Sum Bid	\$ 15,000 ⁰⁰
II. Repairs outside of Preventative Maintenance described under Scope of Work:	
A. Rate per hour Service Calls during Normal Business Hours (7:00 AM to 6:00 PM, Monday-Friday)	1-person crew: \$65 ⁰⁰ 2-person crew (if applicable): \$95 ⁰⁰
B. Rate per hour Service Calls "Outside Normal Business Hours" (including weekends and holidays)	1-person crew: \$65 ⁰⁰ 2-person crew (if applicable): \$95 ⁰⁰
If a 2-person crew is required, will this be standard or in special circumstances? If special, give examples:	Standard
C. Cost Plus Percentage above manufacturer's CURRENT published list price for materials and equipment. Documentation of Contractor's cost will be required, if applicable.	Cost + 15% %
Freon Charge per gallon	\$50 ⁰⁰ -R-22 / 35 ⁰⁰ -R410 /Gallon
Trip Charge: If applies, define one way or round trip	\$ NA
III. Response Times	
A. Response time for service calls during normal working hours	2 hrs or less
B. Response time for EMERGENCY service calls during normal business hours	1 hr or less
C. Response time for EMERGENCY service calls outside normal business hours	1 hr or less
Do you accept Net 30 payment terms? If no, state acceptable terms:	Yes

J. Courtney Scoopins
Authorized Representative (Signature)
J. Courtney Scoopins
Authorized Representative/Title
(Print or Type)

9-16-15
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

Backup material for agenda item:

5. Presentation of Bid #258-15 IFB Emergency Services Uniforms - Emergency Services
Director Billy Thurmond

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of DCES

Presenter: EMA Director Billy Thurmond

Submitted By: Purchasing Director Davida Simpson

Date Submitted: October 13, 2015

Item of Business/Agenda Title: Presentation of Bid #255-15 IFB Dawson County Emergency Services Uniforms

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 17, 2015 is the 90 deadline for BOC to take action

Purpose of Request: To secure product pricing under an annual contract for emergency services personnel uniforms on an as needed basis. Turn out gear is not included in this solicitation.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
 No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: As needed

Amount Budgeted: \$45,000 in proposed FY 2016 Budget

Fund Name and Account Number: 100-00-3630/3500-531700

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10/15/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: Bids can be found at www.dawsoncounty.org> Bids & RFPs> Bids Under Evaluation. Exhibit B is vendor's price proposal. Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #255-15 IFB Dawson County Emergency Services Uniforms

DATE: October 13, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: November 5, 2015

PURPOSE: To secure product pricing under an annual contract for emergency services uniforms on an as-needed basis. Turn out gear is not included.

HISTORY: Standard contract for emergency services uniforms that is bid out every three (3) years. All renewals have been exhausted. Contract is set to expire December 31, 2015.

FACTS AND ISSUES: Uniform Services America is the most responsible, responsive bidder. All references were positive.

OPTIONS: Approve as submitted (recommended).

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #255-15 IFB Emergency Services Uniforms to the most responsible, responsive bidder, Uniform Sales America and approve the contract as submitted beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

DCES Uniforms Bid #258-15 IFB

WORK SESSION OCTOBER 22, 2015



Background

- ▶ Standard contract for services
 - ▶ Current contract will expire December 31, 2015
 - ▶ Exhausted all renewals
 - ▶ Items are purchased on an as-needed basis
 - ▶ 2015 - \$26,664.03
 - ▶ 2014 - \$29,641.50
 - ▶ 2013 - \$27,951.42
- ▶ Bid every 3 years
 - ▶ Bid was released on August 26, 2015

Sample of Items Bid

- ▶ Class A Uniform
- ▶ Dress Uniform
- ▶ Raincoat
- ▶ Polo
- ▶ Tactical pant
- ▶ Work out gear
- ▶ Gloves
- ▶ Boots

Note: Turnout gear was not included

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous bidders
- ▶ 3 bids received

Evaluation Committee

- ▶ Capitan Ricky Rexroat, DCES
- ▶ Battalion Chief Jamerson Kirby, DCSO
- ▶ Quartermaster Bill Tanner, DCES
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing

	Nafeco	T&T Uniforms (incumbent)	Uniform Sales America
Number of Items Bid*	31/31	31/31	30/30
Number of Low Bid Items	18.75	3	10
Average Price per Item	\$70.38	\$76.71	\$67.89
Average Cost of Outfitting Personnel	\$281.50	\$306.83	\$271.56

*Bidding all items was not a requirement of the bid
See attached spreadsheet for cost comparisons

Recommendation

Staff respectfully requests the Board to award #255-15 IFB Emergency Services Uniforms to the most responsive, responsible bidder, Uniform Sales America and approve the contract as submitted beginning January 1, 2016.

Nafeco

T&T Uniforms (Incumbent)

Uniform Sales America

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE UNIFORM	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
1 & 2	Workright Uniform Pants	\$ 92.00	\$ 99.00	\$ 94.95	\$ 115.00	\$ 123.75	\$ 120.95	\$ 92.00	\$ 99.00	\$ 92.50	\$ 115.00	\$ 123.75	\$ 115.95
3 & 4	Workright Fire Chief Shirt, Short Sleeve	\$ 96.00	\$ 105.00	\$ 98.25	\$ 120.00	\$ 131.25	\$ 119.95	\$ 96.00	\$ 105.00	\$ 98.25	\$ 120.00	\$ 131.25	\$ 119.95
5 & 6	Dress Uniform Pants	\$ 36.00	\$ 37.00	\$ 38.95	\$ 43.25	\$ 44.00	\$ 38.98	\$ 36.00	\$ 37.00	\$ 38.95	\$ 43.25	\$ 44.00	\$ 38.95
7 & 8	Dress Uniform Shirt, Short Sleeve	\$ 32.00	\$ 36.00	\$ 32.95	\$ 38.50	\$ 43.20	\$ 32.95	\$ 32.00	\$ 36.00	\$ 32.95	\$ 38.50	\$ 43.20	\$ 32.95
9 & 10	Dress Uniform Shirt, Long Sleeve	\$ 36.00	\$ 39.00	\$ 35.00	\$ 43.25	\$ 46.20	\$ 35.00	\$ 36.00	\$ 39.00	\$ 32.85	\$ 43.25	\$ 46.20	\$ 32.85
11 & 12	Class A Uniform Coat	\$ 295.00	\$ 305.00	\$ 230.00	\$ 325.00	\$ 315.80	\$ 230.00	\$ 295.00	\$ 305.00	\$ 230.00	\$ 325.00	\$ 315.80	\$ 230.00
13	Ranger Belt Dress Belt	\$ 24.00	\$ 34.00	\$ 24.50	\$ 27.00	\$ 42.00	\$ 30.00	\$ 24.00	\$ 34.00	\$ 24.50	\$ 27.00	\$ 42.00	\$ 30.00
14	Boston Leather Dress Belt	\$ 26.00	\$ 29.00	\$ 29.95	\$ 29.00	\$ 37.00	\$ 36.95	\$ 26.00	\$ 29.00	\$ 29.95	\$ 29.00	\$ 37.00	\$ 36.95
15	Samuel Broom Dress Tie	\$ 3.25	\$ 8.00	\$ 3.75	\$ 4.50	\$ 8.00	\$ 3.75	\$ 3.25	\$ 8.00	\$ 3.75	\$ 4.50	\$ 8.00	\$ 3.75
16 & 17	Class A Uniform Hat (Black Gab)	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95
	Class A Uniform Hat (Leatherette)	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95
18 & 19	Performance Polo	\$ 40.00	\$ 55.00	\$ 39.95	\$ 42.00	\$ 55.00	\$ 43.50	\$ 40.00	\$ 55.00	\$ 39.95	\$ 42.00	\$ 55.00	\$ 43.50
20	Quarter Zip Performance Fleece Job Shirt - Unisex	\$ 75.00	\$ 92.00	\$ 89.95	\$ 90.00	\$ 92.00	\$ 112.43	\$ 75.00	\$ 92.00	\$ 89.95	\$ 90.00	\$ 92.00	\$ 112.43
21	Fire Resistant Base Layer Shirt, Short Sleeve	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00
22	Fire Resistant Base Layer Shirt, Long Sleeve	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00
23 & 24	Tactical Pants	\$ 47.00	\$ 45.00	\$ 38.50	\$ 47.00	\$ 50.00	\$ 47.50	\$ 47.00	\$ 45.00	\$ 38.50	\$ 47.00	\$ 50.00	-
25	Workout Wear T-Shirts - Unisex	\$ 11.50	\$ 12.00	\$ 11.00	\$ 12.75	\$ 12.00	\$ 12.85	\$ 11.50	\$ 12.00	\$ 11.00	\$ 12.75	\$ 12.00	\$ 12.85
26	Workout Wear Shorts - Unisex	\$ 15.00	\$ 16.00	\$ 15.50	\$ 16.50	\$ 16.00	\$ 18.50	\$ 15.00	\$ 16.00	\$ 15.50	\$ 16.50	\$ 16.00	\$ 18.50
27	Workout Wear Sweatpants - Unisex	\$ 22.00	\$ 24.00	\$ 13.95	\$ 24.50	\$ 24.00	\$ 16.25	\$ 22.00	\$ 24.00	\$ 13.95	\$ 24.50	\$ 24.00	\$ 16.25
28	Workout Wear Sweatshirt - Unisex	\$ 22.00	\$ 24.00	\$ 16.85	\$ 24.50	\$ 24.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 16.85	\$ 24.50	\$ 24.00	\$ 20.00
29	Workout Wear Hat - Unisex	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79
30	Extrication Hybrid Gloves	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50
31	Rescue Belt	\$ 32.00	\$ 36.00	\$ 34.50	\$ 32.00	\$ 41.00	\$ 34.50	\$ 32.00	\$ 36.00	\$ 34.50	\$ 32.00	\$ 41.00	\$ 34.50
32	8" Tie/Zip, Black Boot	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95
33	6" Tie/Zip, Black Boots	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50
34	Redback Slip On Boot with Steel Toe	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-
35	Under Armour Men's Tactical Mirage Shoe	\$ 80.00	\$ 80.00	\$ 72.00	\$ 80.00	\$ 80.00	\$ 72.50	\$ 80.00	\$ 80.00	\$ 72.00	\$ 80.00	\$ 80.00	\$ 72.50
36	Under Armour Valsetz Tactical Boot	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95
37	Rocky 8" Alpha Force Boot	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85
38	Rocky 10" Paratrooper Size Zipper Boot	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50
39	Danner Striker 8" Torrent Size Zip Boot	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50
40 & 41	High Gloss Oxford shoe	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95
	Turn Around Time	45-60 days	30-45 days	30-45 days									
	Set Up Fees	\$0.00	None	None									
	S&H	As required	UPS Ground	None									
	Total Number of Low Bid Items	21	2	8	17	4	11	20	2	10	17	4	11
	Total Cost if Added Up	\$ 2,187.00	\$ 2,400.00	\$ 2,048.89	\$ 2,317.00	\$ 2,509.20	\$ 2,154.95	\$ 2,187.00	\$ 2,400.00	\$ 2,044.29	\$ 2,317.00	\$ 2,509.20	\$ 2,100.27
	Line item missing from bid (low bid)			\$ 2,188.89			\$ 2,294.95			\$ 2,184.29			\$ 2,240.27
	Average Price Per Item	\$ 68.34	\$ 75.00	\$ 66.09	\$ 72.41	\$ 78.41	\$ 69.51	\$ 68.34	\$ 75.00	\$ 65.94	\$ 72.41	\$ 78.41	\$ 70.01
	By Vendor												
	Average Cost to Outfit Personnel	\$ 281.50	\$ 306.83	\$ 271.56									
	Average Cost Per Item by Vendor	\$ 70.38	\$ 76.71	\$ 67.89									
	Average Number of Low Bid Items	18.75	3	10									

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2016
Contract End Date: December 31, 2016
Contract Name: Emergency Services Uniforms
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 1st day of January, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and _____, [a sole proprietorship, a partnership, a Georgia limited liability corporation, a Georgia corporation] (hereinafter referenced as “Vendor”).

The Invitation for Bids pursuant to Dawson County Bid No. #258-15 Emergency Services Uniforms, addenda issued for the Invitation for Bids referenced herein, and the Vendor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Products/Material

Vendor shall furnish the products/material in accord with the Invitation for Bids and the addenda issued for the Invitation for Bids and the Vendor’s bid set forth within “Exhibit A” that is attached hereto incorporated herein by reference.

2. Term of Agreement

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Vendor shall provide the County with a minimum of ninety (90) days notice of any request for changes to the original contract terms; provided, however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. Multi-Year Contract

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with

the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be the amount set forth within "Exhibit A." The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be the amount set forth within "Exhibit A" plus any price increase permitted in accord with the terms hereof. Title to any supplies, materials, equipment, or other personal property shall remain in the Vendor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. **Payment**

Compensation to the Vendor shall be as set forth in the Invitation for Bids, any addenda issued for the Invitation for Bids, and the Vendor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Vendor shall provide itemized detail of the items purchased. The Vendor represents to the County that the Vendor is experienced and properly qualified to perform the functions to be performed by the Vendor in accord with the terms hereof and that the Vendor is properly equipped, organized and financially able to perform such functions.

The Vendor shall not assign, transfer, nor convey the terms of this Contract or any part hereof without written consent from the County.

6. **Confidential Information**

While providing services for the County, the Vendor shall not disclose any confidential information that may become known to the Vendor. Personnel acting on behalf of the Vendor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any report, data, map, or other material obtained or prepared as a result of this Contract and Agreement.

7. **Litigation and Arbitration**

The County and the Vendor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any

disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

8. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners

ATTN: Purchasing Director

25 Justice Way, Suite 2223

Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By:

By:

Name:

Name:

Title:

Title:

Attest:

Attest:

By:

By:

Name:

Name:

Title:

Title:

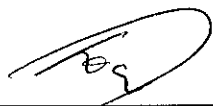


**BID #258-15 IFB EMERGENCY SERVICES UNIFORMS
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 3**

Company Name: UNIFORM SALES AMERICA LLC

Vendors to provide pricing for items listed on page 26. All pricing must be on the forms provided.

Turnaround Time (Time from Order to Shipping):	30 - 45 DAYS
Set Up Fees:	NIL
Standard Shipping Fees:	NIL
Rush Shipping Fees:	NIL
Minimum Order:	NIL
Warehouse Location:	LITHIA SPRINGS
Discount on Catalog Pricing:	20%
Do you accept Net 30 payment terms? If no, state acceptable terms:	YES



Authorized Representative (Signature)

9/15/2015
Date

NARENDRA PATEL CEO

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
1 & 2	Workright Uniform Pants	94.95	120.95	92.50	115.95
3 & 4	Workright Fire Chief Shirt, Short Sleeve	98.25	119.95	98.25	119.95
5 & 6	Dress Uniform Pants	38.95	38.95	38.95	38.95
7 & 8	Dress Uniform Shirt, Short Sleeve	32.95	32.95	32.95	32.95
9 & 10	Dress Uniform Shirt, Long Sleeve	35.00	35.00	32.85	32.85
11 & 12	Class A Uniform Coat	230.00	230.00	230.00	230.00
13	Ranger Belt Dress Belt	24.50	30.00	24.50	30.00
14	Boston Leather Dress Belt	29.95	36.95	29.95	36.95
15	Samuel Broom Dress Tie	3.75	3.75	3.75	3.75
16 & 17	Class A Uniform Hat	101.95	101.95	101.95	101.95
18 & 19	Performance Polo	39.95	43.50	39.95	43.50
20	Quarter Zip Performance Fleece Job Shirt - Unisex	89.95	25.96	89.95	25.96
21	Fire Resistant Base Layer Shirt, Short Sleeve	52.00	52.00	52.00	52.00
22	Fire Resistant Base Layer Shirt, Long Sleeve	52.00	52.00	52.00	52.00
23 & 24	Tactical Pants	38.50	47.50	38.50	N/A
25	Workout Wear T-Shirts - Unisex	11.00	12.85	11.00	12.85
26	Workout Wear Shorts - Unisex	15.50	18.50	15.50	18.50

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
27	Workout Wear Sweatpants - Unisex	13.95	16.25	13.95	16.25
28	Workout Wear Sweatshirt - Unisex	16.85	20.00	16.85	20.00
29	Workout Wear Hat - Unisex	10.79	10.79	10.79	10.79
30	Extrication Hybrid Gloves	72.50	72.50	72.50	72.50
31	Rescue Belt	34.50	34.50	34.50	34.50
32	8" Tie/Zip, Black Boot	102.95	102.95	102.95	102.95
33	6" Tie/Zip, Black Boots	96.50	96.50	96.50	96.50
34	Redback Slip On Boot with Steel Toe	NO BID	NO BID	NO BID	NO BID
35	Under Armour Men's Tactical Mirage Shoe	72.50	72.50	72.50	72.50
36	Under Armour Valsetz Tactical Boot	102.95	102.95	102.95	102.95
37	Rocky 8" Alpha Force Boot	87.85	87.85	87.85	87.85
38	Rocky 10" Paratrooper Size Zipper Boot	122.50	122.50	122.50	122.50
39	Danner Striker 8" Torrent Size Zip Boot	129.50	129.50	129.50	129.50
40 & 41	High Gloss Oxford shoe	94.95	94.95	94.95	94.95

Backup material for agenda item:

6. Board Appointment:

- Wendi Bock - Dawson County Library Board - *replacing Nancy Disharoon*
(Term: October 2015 to June 2016)

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Library
Name Wendi Bock
Home Address 236 Waterfront Park LN
City, State, Zip Dawsonville, GA 30534
Mailing Address (if different)
City, State, Zip
Telephone Number 770 883 8375 **Alternate Number**
Fax Telephone Number 678-666-4460
E-Mail Address Wendi.Bock@gmail.com

Additional information you would like to provide:

I moved to Dawsonville 5 months ago from Johns Creek where I resided for 18 years. Served on a number of Boards in the city and had many years with various volunteer efforts. Would like to continue volunteering in Dawson County.

Signature Wendi Bock

Date 9/24/15

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30533

Wendi J. Bock

236 Waterfront Park Lane
Dawsonville, GA 30534
770-883-8375
Wendi.Bock@gmail.com

Work Experience

May 2013-Present

Hug & Associates, LLC
Alpharetta, GA

Office Manager/Bookkeeper/Marketing

- ◆ Schedule and manage calendars of CEO, VPs & Senior Staff.
- ◆ Coordinate, prepares documentation for and attends business meetings and special events.
- ◆ Interact with all departments to resolve any issues.
- ◆ Manage all internal and external confidential correspondence.
- ◆ Handle all domestic travel arrangements for Executive team.
- ◆ Maintain company confidential records and documents.
- ◆ Full cycle accounting including A/P, A/R, GL.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.
- ◆ Prepare bank deposits, perform bank reconciliations, cash applications.
- ◆ Generate monthly invoices and credits.
- ◆ Develop and distribute monthly project status reports to each Project Manager.
- ◆ Assist PM with Contract Administration.
- ◆ Manage correspondence between Project Managers, Clients & Contractors.
- ◆ Liaison with vendors including landlord, phone company, insurance companies, etc.
- ◆ Perform all Human Resource tasks.

nexDimension Technology Solutions, LLC
Johns Creek, GA

October 2010-May 2013

PPC & SEO Analyst

- ◆ Perform daily account management and of pay per click accounts on Google AdWords and YouTube for product lines.
- ◆ Maintain and monitor keyword bids, account daily and monthly budget caps, impression share, quality score and other important account metrics.
- ◆ Manage large keyword lists.
- ◆ Provide creative copy suggestions and graphical ad templates.
- ◆ Manage Display network placement lists on AdWords and through other contextual advertising platforms.
- ◆ Provide recommendations and execute strategies for keyword opportunities, campaign structuring, targeting, display network, and other facets of paid search in accordance with client goals.
- ◆ Generate new paid search campaigns, ad groups, and accounts and aid in the creation of new paid search marketing initiatives.
- ◆ Generate weekly and monthly reporting for all major metrics, goals tracking, revenue tracking, and other paid search initiatives.
- ◆ Keep pace with search engine and PPC industry trends and developments.
- ◆ Monitor and administer web analytics dashboards, reports and key reporting tools, and point out key areas of importance in accordance with company goals.
- ◆ Monitor and evaluate search results and search performance across the major search channels.
- ◆ Communication to team and management on project development, timelines, and results.
- ◆ Work closely with the other team members to meet company goals.

Project Coordinator

- ◆ Author professional correspondence to customers and vendors.
- ◆ Input client data into Microsoft Dynamics CRM & Outlook.
- ◆ Perform audit of client data.
- ◆ Development of project plan and budget.
- ◆ Maintain project scheduling, budget and deliverables.
- ◆ Maintain open communication with clients and vendors.
- ◆ Follow up regularly with client on progress & satisfaction of project.
- ◆ Use a variety of software tools sufficiently to support all aspects of the project.
- ◆ Responsible for development, assembly & quality of printed material.
- ◆ Presentations to internal and external parties.
- ◆ Coordinate with customers on required documentation and process layout.
- ◆ Coordinate activities of team members.
- ◆ Keep team focused on project vision and objectives.
- ◆ Scheduling and allocation of resources.
- ◆ Identifying and removing barriers.
- ◆ Arrange off-site and department meetings.
- ◆ Provide technical and administrative support to Project manager.
- ◆ Manage customer requirements and project budget guidelines.
- ◆ Resolve issues within implementation team, client and vendor.

RadSource Technologies Suwanee, GA

October 2008-October 2010

Administrative Services Manager

- ◆ Schedule and manage calendars of CEO, CFO & VPs.
- ◆ Coordinate, prepares documentation for and attends business meetings and special events.
- ◆ Interact with all departments to resolve any issues.
- ◆ Manage all internal and external confidential correspondence.
- ◆ Handle all domestic and international travel arrangements for Executive team.
- ◆ Maintain company confidential records and documents.
- ◆ Full cycle accounting including A/P, A/R, GL.
- ◆ Purchase parts and services for manufacturing of product line.
- ◆ Manage customer service department.
- ◆ Inventory control.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.
- ◆ Prepare bank deposits, perform bank reconciliations, cash applications.
- ◆ Generate monthly invoices and credits.
- ◆ Coordinate shipment of finished product with manufacturing facility and customer.
- ◆ Create, maintain and analyze BOM and standard costing.

Overseas Partners Capital Alpharetta, GA

September 2001-May 2003

Senior Staff Accountant

- ◆ Prepare monthly journal entries, month-end close & financial statement preparation.
- ◆ Process Accounts Payable/Accounts Receivable.
- ◆ Perform account analysis and bank reconciliations, prepare and execute wire transfers.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.

Barney Fletcher Real Estate School, Alpharetta, GA

Georgia Real Estate Program

Licensed since 2006

Wilkes University, Wilkes-Barre, PA

BS in Business Administration

Minor in Accounting

Community Service

CHESTATEE COMMUNITY ASSOCIATION BOARD-Dawsonville, Ga

Board of Directors, Landscape Chair , June 2015 to Present

THE JOHNS CREEK FOUNDATION – Johns Creek, GA

Board of Directors, Secretary, June 2008 to 2015

Mayor's Ball Chairperson, 2011, 2012, 2013, 2014

RELAY FOR LIFE (AMERICAN CANCER SOCIETY) – Johns Creek, GA

Co-Chairperson, Luminaria Sales, May 2010-May 2011

THE JOHNS CREEK LEGAL FOUNDATION – Johns Creek, GA

Board of Directors, Secretary, June 2006 to June 2007

FINDLEY OAKS ELEMENTARY – Johns Creek, GA

VP Finance, PTA August 2006 to July 2007

TCO WELLINGTON HOA – Johns Creek, GA

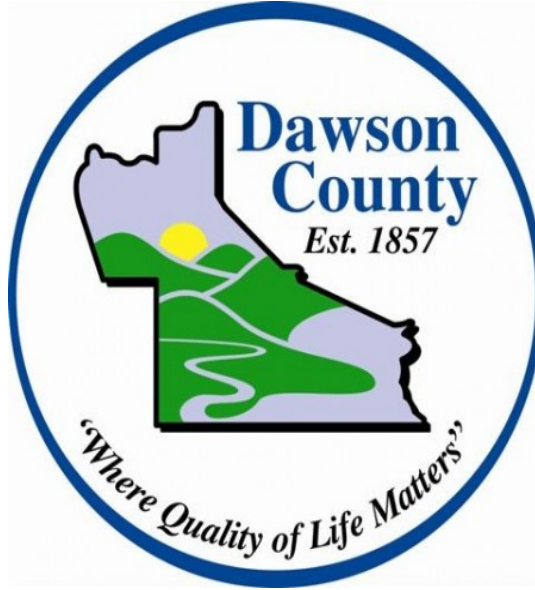
Treasurer, January 1999 to March 2007

Skills

- ◆ Project Management
- ◆ Google AdWords
- ◆ Google Analytics
- ◆ Web CEO
- ◆ Report Preparation
- ◆ Written Correspondence
- ◆ Professional Presentations
- ◆ Computer Savvy
- ◆ Customer Service
- ◆ Scheduling
- ◆ Accounting/Bookkeeping
- ◆ Front-Office Operations
- ◆ Microsoft Dynamics CRM
- ◆ Microsoft Office 2011
- ◆ Microsoft Project
- ◆ QuickBooks
- ◆ General Office Skills

Backup material for agenda item:

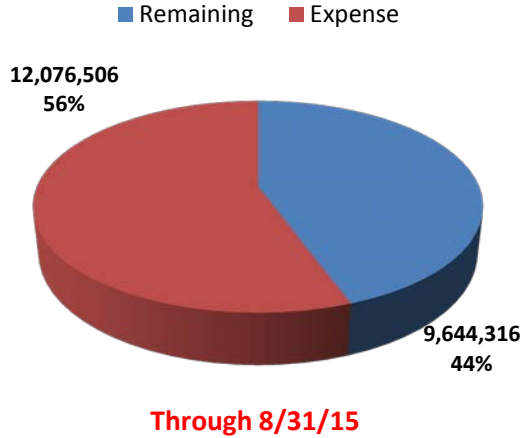
7. County Manager Report



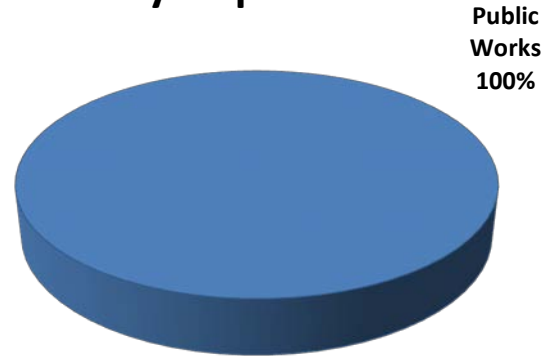
Key Indicator Report

September 2015

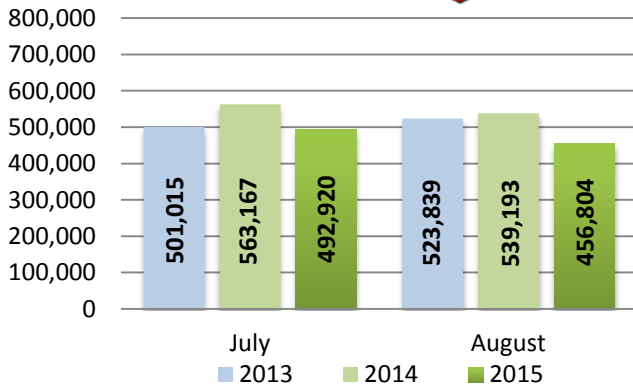
Budget



311 Requests By Department

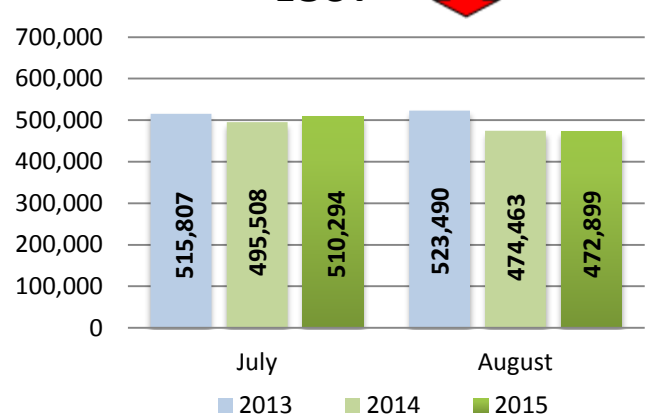


SPLOST ↓ 15.3%

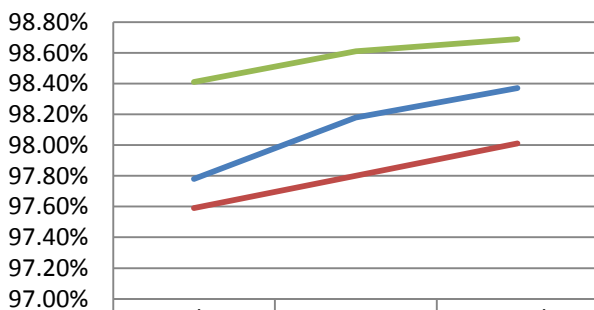


Beginning in July 2015, County is at 85% with SPLOST VI (SPLOST V was 100% to the County)

LOST ↓ 0.3%

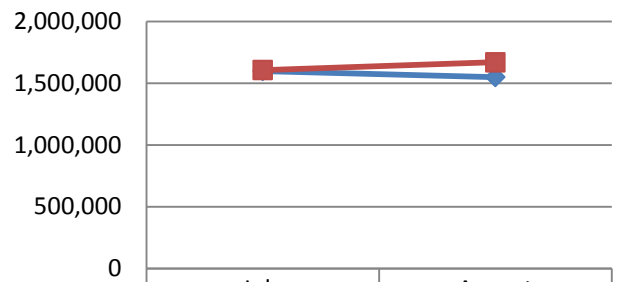


Property Collections



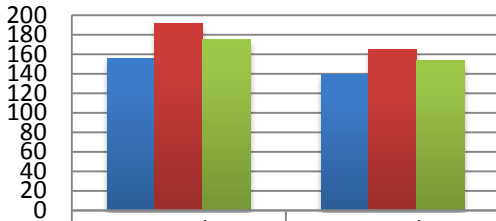
	July	August	September
2012	97.78%	98.18%	98.37%
2013	97.59%	97.80%	98.01%
2014	98.41%	98.61%	98.69%

All Revenue Per Month



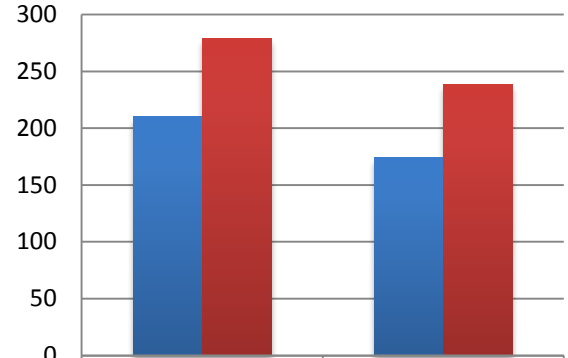
	July	August
2014	1,600,030	1,550,302
2015	1,607,404	1,671,098

Inmate Population



	September 2014	September 2015
Lowest Daily Count	156	139
Highest Daily Count	192	165
Daily Average	175	154

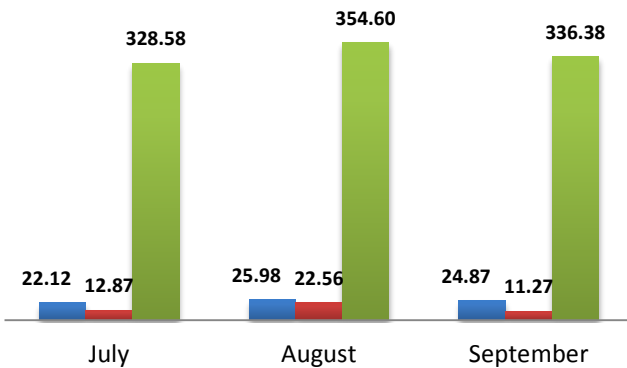
EMS/Fire Calls for Service



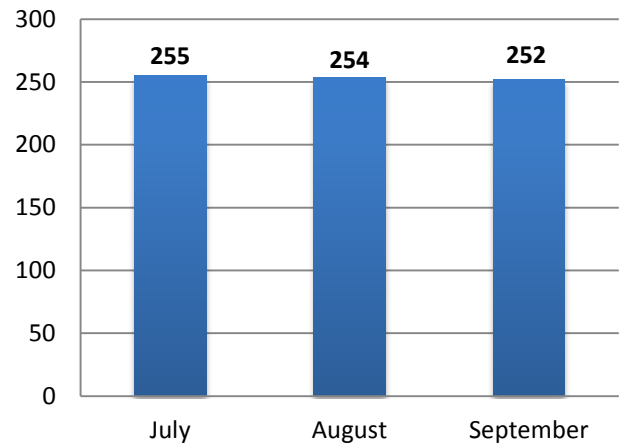
	September 2014	September 2015
EMS	210	174
Fire	279	239

Recycling

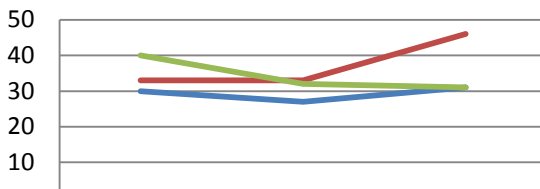
Recycling Other Than Metal Scrap Metal Refuse



Number of Employees



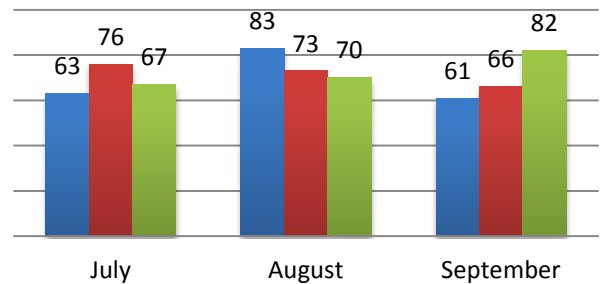
Permits Issued (Planning & Development)



	July	August	September
2013	30	27	31
2014	33	33	46
2015	40	32	31

Repair Requests (Public Works)

Roads Facilities Fleet





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – September 2015

- **New Applications/Transfers In: 98**
- **Changes/Duplicates: 900**
- **Cancelled/Transferred Out: 112**
- **Total Processed: 1,110**

HIGHLIGHTS

Voter Registration Projects:

All cleanup processes (listed below) are still in progress, requiring daily changes in voter records.

- Continuing to receive and process “No Contact” notices mailed on 6/29/15.
- “NCOA” (National Change of Address) is underway. 1311 notices were mailed on 8/28/15 “NCOA” is where two addresses are listed with the USPS for affected voters. Notices are sent, in odd years, to clean up voter records. Once received, each are processed accordingly; a time consuming, detailed task.
- Follow up letters mailed to the remaining 911 address changes for Big Canoe residents (where previously were lot numbers) is generating response. 272 notices were mailed. As of 10/5/15, 45 letters were returned as undeliverable from the Post Office; 22 have been returned with specific addresses to follow up on (10 of which verify moving out of state and have been deleted).
- Street maintenance project to clean up and maintain correct streets and street ranges for both county and city residences has been finalized.

2015 Municipal Election:

- Municipal General Election – November 3, 2015 - *Cancelled* (only incumbents qualified)

Elections Projects:

- With cancellation of November Municipal Election, finalizing invoice to the city.
- Acquired a Work Based Learning Student as a non-paid Intern to receive 1 course credit for 100 hours worked. This student will work with staff to assess storage/inventory/equipment space to rearrange for greater efficiency, as well as, other projects pertinent to his job training.
- Assess and replace necessary election tools (i.e. crowd control posts, directional signage, etc.)
- Begin cleanup and clearing of files/records as outlined by the states retention schedule.

Highlights of plans for upcoming month:

- 2016 Elections preparation; ongoing throughout the end of the year.
- Begin election projects listed above and continue the Voter Registration cleanup projects.



Dawson County Board of Commissioners

Emergency Services Monthly Report – September 2015

Fire Responses:	July	August	September
2013	241	244	208
2014	293	287	279
2015	266	282	239

EMS Responses:	July	August	September
2013	193	181	169
2014	292	221	210
2015	201	235	174

Plan Reviews: 7

EMS Revenue:

- August 2014: \$ 20,260.12
- August 2015: \$ 24,424.84
- 17.1 % Increase

Plan Review and Inspection Revenue Total: \$1,600.00

- County: \$1,500.00
- City: \$100.00

Business Inspections Total: 30

- County Follow up: 10
- City Follow up: 2
- County Final Inspection: 8
- City Final Inspection: 2
- County Annual Inspections: 8
- City Annual Inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

- Training hours completed by staff: 1320887.5
- PR Details: 24
- Smoke detector installations: 0
- Search and Rescue: 1
- Fire hydrant flow test, service and painting continues
- Fire investigation: 2
- People trained in CPR: 11
- Child safety seat installations: 2
- Total water usage: 2,500 gals (EWSA: 2,500 gals; City: 0; Pickens: 0; Cherokee: 0)



Dawson County Board of Commissioners

Finance Monthly Report – September 2015

FINANCE HIGHLIGHTS

- **LOST Collections:** \$472,899 – down 0.3% compared to 2014
- **SPLOST Total Collections:** \$537,416 – down 15.3% compared to 2014. *(Beginning in July 2015, the County is at 85% with SPLOST VI whereas SPLOST V was 100% to the County)*
 - \$456,804 – County Portion (85%)
 - \$80,612 – City Portion (15%)
- **TAVT:** \$103,028 – up 38.4% compared to 2014
- **See attached Revenue and Expenditure Comparison for 2015**
- **Total County Debt:** \$3,835,821.91 (See attached Debt Summary)
- **Audit Status:** 2014 audit is complete; Rushton & Company has been approved as the County's auditor for FY 2015-2019
- **Budget Status:** 2016-2018 Budget presented to BOC on September 24, 2015. Hearing 1 of 1 occurred on October 1, 2015. Approval postponed to October 15, 2015.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Fleet Maintenance Uniforms
- Task Order Bid: Civil Design Plan Review (Civil Engineering)
- Janitorial Supplies FY 2016
- Formal Quote: Heavy Equipment Rental
- IT Servers
- Generator Maintenance

Informal Solicitations

- Creative design of Budget Guide FY 2016-2018
- Fire boots and gloves (DCES)
- Scott gas monitors x 2 (DCES)
- Winter/Spring 2016 activity guide and online flip book (Park & Rec)
- Power of Knowledge brochure (Family Connection)
- Milling machine for Burt Creek Road LMIG Project – 4 days plus mobilization
- Stewards of Children training: Darkness to Light manuals (Family Connection)

Pending Projects

- Vehicles for Dawson County
- DCES Uniforms FY 2016
- Audit Services RFP
- HVAC Maintenance FY 2016

Work in Progress

- Historic Courthouse Restoration
- Intermediate Jail Demolition
- Inmate Food Services – FY 2016
- Offender Home Monitoring (House Arrest) – FY 2016
- E911 Consoles
- Youth Sports Photography

Future Bids

- TE Trail Grant Project
- Guardrails at War Hill Park Road
- DCSO Vehicles
- Convenience Pay Billing (Credit/Debit Card Services)
- De-Icing Salt

**Budget to Actual
August Collections Reported in September**

	Actual at 8/31/2015 (1)	Percent of Budget Actually Collected/ Expended	2015 BOC (2) Approved Budget	Over(Under) Approved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 12,030,642	55.39%	\$ 21,720,822	\$ (9,690,180)	-44.61%
Expenditures	12,076,506	55.60%	21,720,822	(9,644,316)	-44.40%
	<u>\$ (45,864)</u>	<u>-0.21%</u>	<u>\$ -</u>	<u>\$ (45,864)</u>	<u>-0.21%</u>

***NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

(1) Reporting actuals as of 8/31/2015 because revenue collections are 30 days behind. The LOST revenues for the month of August 2015 were received in September 2015.

(2) Change in total budget due to account adjustments:

\$ 21,659,305	Original Budget
\$ 30,401	Donation Carryover Balances
\$ 1,752	January Donations Received
\$ 5,053	February Donations Received
\$ 11,285	March Donations Received
\$ 2,954	April Donations Received
\$ 5,465	May Donations Received
\$ 1,682	June Donations Received
\$ 1,325	July Donations Received
\$ 1,600	August Donations Received
<u>\$ 21,720,822</u>	Revised Budget

**ACTUAL COMPARISON
JANUARY - DECEMBER 2015**

MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	YTD
2014 REVENUE	790,257	1,377,525	1,417,196	1,507,900	1,501,846	1,507,986	1,600,030	1,550,302	1,537,413	2,534,763	1,571,762	2,761,600	19,658,579
2015 REVENUE	820,947	1,521,261	1,480,682	1,617,781	1,596,514	1,714,955	1,607,404	1,671,098					12,030,642
% CHANGE	4%	10%	4%	7%	6%	14%	0%	8%	-100%	-100%	-100%	-100%	-39%
2014 EXPENSE	1,063,535	1,518,729	1,442,613	1,409,211	1,785,823	1,729,336	1,409,860	1,355,762	1,599,132	1,855,090	1,661,260	1,981,115	18,811,467
2015 EXPENSE	1,105,357	1,407,334	1,444,093	1,552,000	1,759,628	1,780,180	1,587,590	1,440,324					12,076,506
%CHANGE	4%	-7%	0%	10%	-1%	3%	13%	6%	-100%	-100%	-100%	-100%	-36%
2015 Total Rev-Exp	\$ (284,410)	\$ 113,927	\$ 36,589	\$ 65,781	\$ (163,114)	\$ (65,225)	\$ 19,814	\$ 230,774	\$ -	\$ -	\$ -	\$ -	(45,864)

REVENUE
YTD through July 2014 11,253,042
YTD through July 2015 12,030,642
% Changed 6.91%

EXPEDITURES
YTD through July 2014 11,714,870
YTD through July 2015 12,076,506
% Changed 3.09%

*NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

**DAWSON COUNTY
DEBT SCHEDULE**

AS OF 9/30/2015

DEBT DESCRIPTION	BANK/PAYEE	CURRENT SOURCE OF PAYMENT	DEBT ORIGINATION DATE	DUE DATE OF FINAL PMT	PRINCIPAL BAL AT 12/31/2014	NEW LOANS IN 2015	2015 PMTS TO DATE		BALANCE DUE	PENDING 2015 PAYMENTS		PROJECTED BAL AT 12/31/2015	NOTES
							PRINCIPAL	INTEREST		PRINCIPAL	INTEREST		
2007 SPLOST 5 Bonds	Regions Bank	SPLOST 5	12/27/2007	7/1/2015	7,865,000.00	-	7,865,000.00	393,250.00	-	-	-	-	SPLOST 5 Collections/Construction funds from bond proceeds reserved for debt service - PAID IN FULL 7/1/15!!!
2012 EWSA Bonds	Community & Southern Bank	General Fund	5/14/2012		2,905,000.00	-	10,000.00	85,836.71	2,895,000.00	-	0.00	2,895,000.00	Partial defeasement of bonds in April 2012 reduced principal by \$1,525,000. Refunded Bonds and received lower interest rate of 2.96% on 5/14/2012. Interest due semi-annually on March 1 and Sept. 1.
Hwy 9 S land-EWSA Note	Community & Southern Bank	General Fund			Debt - this loan is on EWSA's books, however, the County pays the interest from General Fund (about \$3,700 per month)	-	-	32,674.50	-	-	10,255.50	-	This loan is on EWSA's books, however, thru an intergovernmental agreement, the County pays the interest. Also, any proceeds from the sale of wetland and stream bank credits the County receives is paid toward the principal of the loan. The current principal amount is \$1,431,000 at an interest rate of 3%. Accrued interest will be paid monthly.
Fire Truck Lease	Oshkosh Capital	General Fund	1/24/2011	9/24/2022	835,243.37	-	90,679.46	33,326.20	744,563.91	-	-	744,563.91	12-yr lease/purchase for 3 pumper trucks; annual payment of \$124,005.66
Vehicle Replacement Lease	BB&T	General Fund	7/8/2015	7/8/2015	-	196,258.00			196,258.00	-	-	196,258.00	This amount was approved for vehicle replacement leases in the FY2015 budget. Eligible departments are working with Purchasing to bid out replacement vehicles.

Totals \$ 11,605,243.37 \$ 196,258.00 \$ 7,965,679.46 \$ 545,087.41 \$ 3,835,821.91 \$ - \$ 10,255.50 \$ 3,835,821.91



Dawson County Board of Commissioners

Human Resources Department Monthly Report – September 2015

POSITION CONTROL

- Positions approved by BOC: 426
- # of filled F/R Positions: 252
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 8
- # of filled P/R Positions: 50
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 49
- # of Vacant Positions: 19
- #of Frozen Positions: 34
- % of Budgeted/Actual Positions: 88%

ADDITIONAL INFORMATION

- FMLA/LOA tracking: 5
- WC and/or P & L claims filed: 6
- Unemployment claims received: 1
- Performance Evaluations received: 9
- Payroll/Benefit changes keyed: 454

HIGHLIGHTS

Positions Advertised/ Posted: 4

Applications Received: 97

New Hires added into system: 3

- Robert Gardner - D.A.'s Office
- Samuel Barger - D.A.'s Office
- Michael Sheuring - Emergency Services

Terminations Processed: 4

- James Rutmann - Emergency Services
- David Headley - Public Works
- Denise Farr - Public Works
- Christopher Carpenter - Sheriff's Office

Additional Highlights for September

- Processed merit increase payroll changes for county employees
- Presented Defined Benefit Plan Update to the Board of Commissioners
- Completed biennial Equal Employment Opportunity (EEO-4) Report
- Began Fall Wellness Fair planning



Dawson County Board of Commissioners

Information Technology – September 2015

- **Calls for Service: 136**
- **Service Calls Completed: 136**
- **Average Response Time: 33 minutes**
- **Windstream visits: 1**

HIGHLIGHTS

- Worked on recycle project
- Metal Health Relocation



Dawson County Board of Commissioners

Margie Weaver Senior Center Monthly Report – September 2015

SENIOR CENTER

- **Home Delivered Meals Served**
 - June 2015: 1,653 up 2% compared to same month last year
 - YTD 2015: 14,980 down 2% compared to last year
- **Congregate Meals Served**
 - June 2015: 515 up 2% compared to same month last year
 - YTD 2015: 4,153 up 7% compared to last year
- **Physical Activity Participation**(Tai Chi, Silver Sneakers, individual fitness)
 - June 2015: 302 down 6% compared to same month last year
 - YTD 2015: 2,978 down 4% compared to last year
- **Lifestyle Management Participation**(art, bridge, bingo, awareness, prevention)
 - June 2015: 264 up 14% compared to same month last year
 - YTD 2015: 2,252 up 18% compared to last year

HIGHLIGHTS

September Events:

- Clients visited the Dahlonega Gold Museum and Consolidated Gold Mine on 9/30, with lunch at McDonalds.
- Dawson County Transit Staff moved into their new offices in the basement.
- The Art Room was opened for clients to be able to paint Monday through Friday with their own space.
- Legacy Link visited on 9/21 for biannual monitoring. Report will be sent soon to the BOC and County Manager.
- Senior Center staff members attend training with Family Connection on Stewards of the Children.
- Silver Sneakers classes continue on Tuesday and Thursday, Bible Study on First Tuesday and every Thursday, as well as Art/Jewelry Classes on Thursday and Friday. A new drawing class started this month with classes held on Thursday and Friday mornings.

Special Dates Coming Soon:

- October 2: Birthday Celebration & Movie
- October 5, 12, 19, 20, 26: BINGO
- October 7: Dollar General
- October 8: Coffee with a Cop
- October 9: Storyteller Kim Weitkamp
- October 13: Georgia Legal Aide
- October 15: Bucket List Trip to Hiwassee Fall Festival
- October 16: Movie and Snack
- October 16: Flu Shots
- October 21: Dollar Tree
- October 24: Silver Sneakers Class Performance at Moonshine Festival
- October 27: Dairy Queen
- October 30: Halloween Party with Special Music

TRANSIT

- **DOT Trips Provided**
 - June 2015: 305 0%(no change) compared to same month last year
 - YTD 2015: 2,439 down 5% compared to last year
- **Senior Trips Provided**
 - June 2015: 705 up 10% compared to same month last year
 - YTD 2015: 5,746 up 18% compared to last year
- **# of Miles**
 - June 2015: 7,826 down 8% compared to same month last year
 - YTD 2015: 66,458 0%(no change) compared to last year
- **Gallons of Fuel**
 - June 2015: 926 up 2% compared to same month last year
 - YTD 2015: 7,987 up 3% compared to last year



Dawson County Board of Commissioners

Marshal Monthly Report – September 2015

- **Alcohol License Establishment Inspections:** 2
- **Alcohol Pouring Permits Issued:** 27
- **Animal Control Calls Handled:** 112
- **Animal Bites to Human investigated:** 4
 - 4 Quarantined – Passed
- **Animals Taken to DC Humane Society:** 15
- **Dangerous Dog Classification:** 0
- **Citations Issued:** 0
- **Complaint Calls/In Field Visits:** 119
- **Erosion Site Visits:** 2
- **E-911 Addresses Issued:** 64
- **Non-conforming Signs Removed:** 126

HIGHLIGHTS

Staff Training:

- Sgt. Ken Moss cross-trained 60 hours with Jason Holbrook on building inspections.
- Sgt. Ken Moss continues to cross-train and study for residential building inspector certification.



Dawson County Board of Commissioners

Parks and Recreation Monthly Report – September 2015

- **Youth Sports Participants**
 - September 2015: 1,357 up 22% compared to same month last year (added girls softball)
 - YTD 2015: 8,290 up 10% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
 - September 2015: 1,308 up 6% compared to same month last year
 - YTD 2015: 10,598 down 11% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
 - September 2015: 700 up 22% compared to same month last year (pool and WHP guest numbers now tracked; also “Pups in the Park” event)
 - YTD 2015: 16,272 up 87% compared to last year, (specialty events, tournaments, and additional tracking of pool and WHP guests)
- **Total Customers Served:**
 - August 2015: 3,365 up 16% compared to same month last year
 - YTD 2015: 32,213 up 29% compared to last year

HIGHLIGHTS

Park Special Events:

- “Pups in the Park” was held September 26th at RCP. Sponsored by the Dawson County Humane Society.

Park Projects:

- County Extension Agent Clark MacAllister has completed the preliminary inspection of trees and limbs at VMP and WHP. Final reports were received noting all trees and limbs needing removal.
- Total WHP revenue: \$2,713 (down slightly from 2014); total pool revenue: \$258 (up slightly from 2014)
- Shore Sweep 2015 was held September 26th at War Hill Park
- Pool closed for the summer on September 7th
- Rotary Island closed for the summer on September 7th

Athletic and Program Summary:

- Football games continued throughout the month of September. Early indications are 5 of our 7 teams will likely make playoffs.
- Fall baseball, softball, t-ball and soccer games began in September
- Registration for winter basketball and wrestling continued throughout the month of September.
- Additional specialty programs included basketball lessons, adult boot camp, Kid Fit, Tai Chi, Yoga and Zumba
- WHP had 297 paying guests for the month of September

On the Horizon:

- October 14: DCPR will host the third annual GRPA Rural Directors Roundtable
- October 31: Trunk or Treat at RCP
- Late October: basketball and wrestling evaluations and practices begin
- November 9: Park Board Meeting at 5:30pm
- December: basketball games and wrestling matches begin
- December 5: Breakfast with Santa and Senior Center Christmas Bazaar at RCP.



Dawson County Board of Commissioners

Planning and Development Monthly Report – September 2015

- **Building permits Issued**
 - September 2015: 31 down 3%
 - YTD 2015: 307 up 11%
- **Business Licenses Issued:**
 - September 2015: 113 down 8%
 - YTD 2015: 1,256 down 3%
- **Total Building Inspections Completed:**
 - September 2015: 318 down 15%
 - YTD 2015: 2,622 up 12%
- **Total Stormwater/Erosion Inspections: 8**
- **Total Stormwater Warnings/Stop Work Orders Issued: 1**
- **Total Civil Plan Review Meetings: 1**
- **Total Building Plan Review Meetings: 1**
- **Variances/Zonings Processed:**
 - September 2015: 7 up 250%
 - YTD 2015: 34 up 10%
- **Plats Reviewed:**
 - September 2015: 7 up 40%
 - YTD 2015: 64 down 7%

HIGHLIGHTS

Planning Projects:

- Stormwater staff is working with Moreland Altobelli Associates, Inc. on phase 1 of the MS4 project. EPD has submitted additional comments for the fourth time and we are in the process of addressing those.
- Staff received aerial photography from the GRMC project and are reviewing it for completeness.
- GATEway Grant landscape plan has been approved; revised maintenance agreement was submitted October 5th for approval. Awaiting final approval.
- Dawson County hosted Flood Risk Review meeting by DNR and Dewberry for FEMA flood map update project.
- Stormwater Manager attended the North Georgia Water Council meeting.

Newly Licensed Businesses:

- 3 Commercial based businesses
- 10 Home based businesses

Highlights of plans for upcoming month:

- October Planning Commission Items: 1 rezoning case (Joseph Green/The Steel Buffalo Butchery: from C-HB to C-IR), 5 variance cases (Farmington Creek: landscape reduction; Allyn Stowers: minimum lot size reduction on Howser Mill Road; Ben Trail: side/rear setback variance and minimum lot size reduction on Sidney Lane; Brian Cole: parking reduction for proposed Identico industrial site on Grogan Drive; Chili's: parking increase for proposed Chili's outparcel for Halpern Development)
- Upcoming Plan Review Meetings:
 - October 1: River Gun Club Building Plan
 - October 8: Kroger Building Plans
 - October 15: Monolith Building Plans
 - October 20: Chili's Site and Building Plans
 - October 22: GNC Building Plans (within NCA Premium Outlets)
- Director Burton will attend Georgia Academy Eco 74 Development class in Clarkesville on October 1st and 29th. Director Burton will attend Leadership Dawson class/Poverty Simulation on October 14th.

Dawson County

September 2015

New Business Licensing

Dawson County has three (3) new Commercial Businesses that have opened this month.

1. Miller Welding & Iron Works – New Ownership – Metal Fabrication
55 Industrial Park Road
2. Captain D’s – New Ownership - Restaurant
39 Northside Dawson Drive
3. Elizabeth H. Smith Interiors- Design Services
4055 Highway 53 East

Home Based Business has ten (10) new locations and Home Office Business Licenses.

1. Candela Exterior Lighting – Low Voltage Contractor
1463 Blacks Mill Road
2. GA Concrete Structures – Concrete Construction
214 Chestatee View Drive
3. Halcyon Vista Group – Solicitation Services
25 Clark Road
4. HMP Grading & Hauling – Hauling Services
940 Sweetwater Juno Road
5. Jasper Chronicles – Publishing Services
241 Lady Slipper
6. Loulella Falga – Direct Selling/In Home Sales
70 Spring Ridge Court
7. MC Design – Event Planning
141 Stillwater Lane
8. Mike’s Handyman Services – Handyman Services
344 Henry Grady Highway
9. MP Power – Electrical Contractor
580 Kilough Church Road
10. Blue Moose Sweet Shoppe – Retail Candy
1087 Perimeter Road



Dawson County Board of Commissioners

Public Affairs Monthly Report – September 2015

Website Activity

- Page Views: 82,060
 - 7% increase from previous year; 5% decrease from previous month
- Unique Visitors: 13,202
 - 3% increase from previous year; 3% increase from previous month

Social Media

- Contacts/Fans: 1,038 (Facebook)
 - 32% increase from previous year; 1% increase from previous month
- Contacts/Followers: 106 (Twitter)
 - 12% increase from previous month

Citizen Care: (Work Requests)

- Logged: 1
- Calls: 3
- Emails: 1
- Walk-ins: 3

HIGHLIGHTS

- Lake Lanier Shore Sweep – Sat., Sept. 26, 8am-1pm
- Rivers Alive on the Amicalola River – Sat., October 10, 9am-12pm – Cancelled due to weather
- Preparation for new receptionist in County Administration
- Preparation to transition into new HR position / Transfer of Public Affairs projects (including training and access) to Ginny Tarver

Keep Dawson County Beautiful

- Trunk-or-Treat - Oct. 31, 4pm-7pm at Rock Creek Park



Dawson County Board of Commissioners

Public Works Monthly Report – September 2015

ROADS:

- Work Orders: 61
- Mowing: 115.44 miles
- Gravel: 2,544.55 tons
- Asphalt Resurfacing: 4,174.66 tons
 - 3,980.11 tons Burt Creek Road
 - 194.55 tons Elliott Court

ENGINEERING:

- LMIG Application Preparation
 - Preparing documentation for 2016 LMIG request

TRANSFER STATION:

- Solid Waste: 336.38 tons
- Recycling: 24.87 tons
- Recycling scrap metal: 11.27 tons

FLEET:

- Repair requests: 82

FACILITIES:

- Repair requests: 66
- Community Service Workers: 12

Backup material for agenda item:

8. County Attorney Report

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Dawson County Board of Commissioners

Date: October 21, 2015

From: Joey Homans 

Re: County Attorney Report

1. Umberger litigation. I am providing you a draft of the Answer that I will file. I understand that you intend to place an item on your November 5 agenda to determine whether to reconsider the conditions imposed. If you choose to proceed with reconsideration, then notices required by law will be run and posted, and the matter will be heard in December. The Answer is due October 23.
2. Board of Tax Assessors. I am providing you a copy of a Resolution requested by the Board of Tax Assessors. O.C.G.A. § 48-5-295 does not permit a majority of the members of the Board of Assessors to have terms that expire the same year. Therefore, the terms are being adjusted so that only two (2) terms expires the same year.
3. Ambulance Billing Services Contract. The attorney for Credit Bureau Systems, Inc., the ambulance medical billing services provider for the County, disputes that the contract documents require Credit Bureau Systems, Inc. to assist the County with maintaining the County's status as a Medicaid provider. The contractor acknowledged this responsibility in writing several times, but counsel for the contractor asserts that the contract does not so require and that the contractor cannot be held liable for a voluntary undertaking without additional consideration being paid. We will proceed with arbitration. Additionally, I suggest that you authorize appropriate staff and me to proceed with notice to terminate the existing contract and to bid this service. Representatives of the contractor assured the County that the contractor would handle this responsibility. When the contractor failed to handle this responsibility, the contractor's attorney asserts an entirely different position. Therefore, I recommend that we cease doing business with this contractor.
4. Development Fee Agreement. I am providing you the development fee agreement again along with cost estimates obtained from the County's contracted engineer - Moreland Altobelli. I request that this item be placed upon your November 5 agenda.
5. GTC Easement-Blanchard Project. I will draft a proposed easement for the GTC utility line and poles that I request you review on November 5.

Joey

**IN THE SUPERIOR COURT OF DAWSON COUNTY
STATE OF GEORGIA**

DELINDA UMBERGER and)	
ABBA HOUSE, INC.,)	
)	
Plaintiffs,)	
)	CIVIL ACTION
vs.)	FILE NO. 2015-CV-351-J
)	
DAWSON COUNTY, GEORGIA;)	
et al,)	
)	
Defendants.)	

ANSWER

COME NOW the Defendants and file this Answer to the Complaint filed by the Plaintiffs as follows:

FIRST DEFENSE

Suits against county officials in their official capacities are in reality suits against the County. Therefore, the Dawson County Board of Commissioners should be dismissed. Art. I, § II, Para IV, Ga. Const.; Carter v. Butts County, 2015 WL 3477022 (Case Number 5:12-CV-209, M.D.Ga., June 2, 2015).

SECOND DEFENSE

The Plaintiffs’ Complaint fails to state a claim against the Defendants upon which relief can be granted.

THIRD DEFENSE

The Plaintiffs’ Complaint is so vague and ambiguous that the Defendants cannot reasonably be required to frame proper responsive pleadings.

FOURTH DEFENSE

The Plaintiff's Complaint contains redundant, immaterial and impertinent matter. Such paragraphs of the Plaintiffs' Complaint should be stricken.

FIFTH DEFENSE

The Plaintiffs failed to preserve any constitutional attack upon the zoning classification before the Board of Commissioners. Therefore, Plaintiffs' Complaint has been waived. A constitutional attack cannot be made for the first time in Superior Court. Dekalb County v. Post Properties, 245 Ga. 214, 263 S.E.2d 905 (1980).

SIXTH DEFENSE

As an Answer to the separate paragraphs of Plaintiffs' Complaint, the Defendants provide the following responses:

1.

As a response to paragraph 1, the Defendants admit that the Defendants reached a zoning decision on August 20, 2015, that Plaintiff Umberger applied to rezone 1.998 acres located at 6905 Alan Thomas Road, Cumming (Dawson County), Georgia from R-A to C-HB for a proposed business to be located on the subject property and operated by Aqua Design Pools & Spas, LLC, and admit that the Defendants approved the zoning with a condition that a 10-foot wide vegetative buffer a minimum of 8 feet in height be added to the required 25 - foot side and rear building setbacks adjacent to residential districts. The Defendants deny the remaining allegations set forth in paragraph 1 as stated therein.

2.

As a response to paragraph 2 of the Complaint, the Defendants lack knowledge or

information sufficient to form a belief regarding the “personal contract” referenced in paragraph 2, admit that Plaintiff Delinda Umberger was the applicant in connection with ZA15-03 that was filed on June 11, 2015, and admit that Plaintiff Umberger indicated that if approval was granted, the subject property would be utilized for the relocation of Aqua Design Pools & Spa, LLC. The Defendants lack knowledge or information sufficient to form a belief regarding what Plaintiffs allege regarding Aqua Design Pools & Spa, LLC being an “official party to the rezoning”; therefore, the Defendants can neither admit nor deny such allegations stated in paragraph 2 of the Complaint.

3.

Defendants admit the allegations set forth in paragraphs 3 and 4 of the Complaint

4.

As a response to paragraph 5 of the Complaint, the Defendants admit that the Dawson County Board of Commissioners is the governing authority of Dawson County, Georgia and deny the remaining allegations set forth in paragraph 5 of the Complaint as alleged therein.

5.

The Defendants admit the allegations set forth in paragraphs 6, 7, and 8 of the Complaint.

6.

As a response to paragraph 9 of the Complaint, the Defendants admit that cities and counties are expressly authorized to exercise the power of zoning and that such power is subject to general laws. The Defendants further show that the Defendants complied with applicable law as to the zoning application submitted by Plaintiffs.

7.

The Defendants deny the allegations set forth in paragraph 10 of the Complaint as argued

therein by the Plaintiffs. The Defendants further show that the Defendants complied with the zoning procedures law of the State of Georgia as to the zoning application filed by the Plaintiffs.

8.

The Defendants deny the argumentative allegations set forth in paragraph 11 of the Complaint as alleged therein and further show that the statutes and case law state as set forth within such statutes and case law.

9.

The Defendants deny the argumentative allegations set forth in paragraph 12 of the Complaint as alleged therein.

10.

The Defendants admit the allegations set forth in paragraph 13 of the Complaint.

11.

The Defendants do not understand the vague and ambiguous phrase “specific envelope requirements” set forth in paragraph 14 of the Complaint; therefore, the Defendants can neither admit nor deny the allegations of paragraph 14 until the Plaintiffs provide a more definite statement.

12.

The Defendants deny the argumentative allegations set forth in paragraph 15 of the Complaint as alleged therein.

13.

The Defendants admit the allegations set forth in paragraph 16 of the Complaint and further show that the Defendants complied with all requirements of the Dawson County zoning ordinance, the Georgia Constitution, general laws affecting local zoning power, and the zoning

procedures law of Georgia when considering the Plaintiffs' rezoning application.

14.

As a response to paragraph 17 of the Complaint, no response is necessary from the Defendants as O.C.G.A. § 36-66-3(5) states as provided within such code section.

15.

As a response to paragraph 18, no response is necessary as O.C.G.A. § 36-66-5(b) states as set forth within such code section.

16.

The Defendants deny the argumentative allegations set forth in paragraph 19 of the Complaint as alleged therein.

17.

The Defendants deny the allegations set forth in paragraphs 20, 21, 22, 23, and 24 of the Complaint.

18.

As a response to paragraph 25 of the Complaint, Section 1205 of the zoning ordinance provides as stated therein and no further response from the Defendants is necessary.

COUNT ONE

DECLARATORY JUDGMENT

19.

Paragraph 26 of the Complaint does not require a specific response from the Defendants. As a response to paragraph 26 of the Complaint, the Defendants hereby reallege and incorporate herein by reference all prior responses contained herein.

20.

The Defendants deny the allegations set forth in paragraphs 27, 28, and 29.

COUNT TWO

DECLARATORY JUDGMENT

21.

Paragraph 30 of the Complaint does not require a specific response from the Defendants. As a response to paragraph 30, the Defendants hereby reallege and incorporate herein by reference all prior responses contained herein.

22.

The Defendants deny the allegations set forth in paragraph 31 of the Complaint.

WHEREFORE, the Defendants request that the Court provide the following relief:

- (a) that the Dawson County Board of Commissioners be dismissed as a Defendant;
- (b) that the Plaintiffs be required to provide a more definite and unambiguous pleading so that the Defendants can frame proper responsive pleadings;
- (c) that the Court strike the paragraphs of Plaintiffs' Complaint that are argumentative, redundant, immaterial and impertinent;
- (d) that the Court dismiss Plaintiffs' Complaint;
- (e) that the Court deny Plaintiffs the relief sought pursuant to the Complaint;
- (f) that the Court deny Plaintiffs any relief pursuant to the Complaint filed;
- (g) that all costs of this action be cast upon the Plaintiffs; and
- (h) that the Court provide the Defendants such other and further relief as the Court deems just and proper.

This ____ day of _____, 2015.

Joseph A. Homans
Attorney for Defendants
Georgia State Bar No. 364647

**IN THE SUPERIOR COURT OF DAWSON COUNTY
STATE OF GEORGIA**

DELINDA UMBERGER and
ABBA HOUSE, INC.,

Plaintiffs,

vs.

DAWSON COUNTY, GEORGIA;
et al,

Defendants.

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CIVIL ACTION
FILE NO. 2015-CV-351-J

VERIFICATION

Personally appeared before the undersigned officer duly authorized by law to administer oaths, CINDY CAMPBELL, who, first being duly sworn, deposes, says and state on oath that the facts contained in the within and foregoing ANSWER are true and correct.

This _____ day of _____, 2015.

CINDY CAMPBELL
County Manager for Dawson County

Sworn to and subscribed before me
this ___ day of _____, 2015.

Notary Public
Commission Expires: _____

This will certify that I have this day served Plaintiffs in the within and foregoing matter with a true and correct copy of **ANSWER** by U.S. Mail with adequate postage of a copy of same addressed as follows:

George E. Butler, II
132 Hawkins Street
Dahlonega, GA 30533

This _____ day of _____, 2015.

Joseph A. Homans
Attorney for Defendants
Georgia State Bar No. 364647

**A RESOLUTION OF
DAWSON COUNTY BOARD OF COMMISSIONERS**

**TO AMEND THE TERMS OF THE COUNTY BOARD OF TAX ASSESSORS TO
COMPLY WITH O.C.G.A. § 48-5-295.**

WHEREAS, O.C.G.A. § 48-5-295 provides that if the terms of office of members of the Board of Tax Assessors results in a voting majority having terms expire in the same calendar year, then the county governing authority shall provide for staggered terms of not less than three (3) nor more than six (6) years that will prevent such an occurrence; and

WHEREAS, the current ordinance of the Dawson County Board of Commissioners approved on March 11, 2002 provides the terms for three (3) members of the five (5) member board to expire in the same calendar year.

NOW, THEREFORE, the Board of Commissioners of Dawson County hereby adopts this Resolution amending the terms for members of the Board of Tax Assessors as follows::

1. TERMS FOR BOARD MEMBERS.

The term of each board member shall be for three (3) years unless otherwise stated herein.

(a) The terms for current board members Steve Helvick and Mike Wenson expire December 31, 2015. The term for the Board of Assessor position currently held by Mike Wenson shall be a three (3) year term commencing January 1, 2016.

(b) The term for the Board of Assessor position currently held by Steve Helvick shall initially be a four (4) year term commencing January 1, 2016 and shall thereafter be a three (3) year term commencing January 1, 2020.

(c) The term for the Board of Assessor position currently held by Joe Bosworth that expires December 31, 2017 shall be a four (4) year term commencing January 1, 2018 and shall thereafter be a three (3) year term commencing January 1, 2022.

(d) The terms for the members of the Dawson County Board of Tax Assessors shall be as follows in accord with this Resolution:

Position currently held by Mike Wenson - January 1, 2016-December 31, 2018;
Position currently held by Steve Helvick - January 1, 2016-December 31, 2019;
Position previously held by Sharon Fausett - January 1, 2017-December 31, 2020;
Position currently held by Allen Hahn - January 1, 2017-December 31-2020; and
Position currently held by Joe Bosworth - January 1, 2017-December 31, 2021.

(e) Thereafter, all appointments to the Dawson County Board of Tax Assessors shall be for a period of three (3) years.

2. Except as specifically amended herein, the balance of the ordinance of the Board of Commissioners of Dawson County providing for a total of five (5) members to be appointed to the county Board of Tax Assessors dated March 11, 2002 remains unchanged.

3. REPEALER. All resolutions or ordinances or parts of resolutions or ordinances and any part of the Dawson County Code of Ordinances currently in effect in conflict with the terms of this ordinance are hereby repealed, but any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof is hereby adopted as a part hereof.

4. SEVERABILITY. If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provision of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the Ordinance not held to be invalid, nor shall the application of the Ordinance to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

This ____ day of _____, 2015.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

VOTE: Yes _____
No _____

DEVELOPMENT AGREEMENT
(O.C.G.A. § 36-71-13(b))

This Development Agreement (“Agreement”) is hereby entered into this ____ day of _____, 2015 by and between Hendon-BRE Dawson Marketplace, LLC, a Georgia Limited Liability Company (“Blanchard”), and Dawson County, Georgia (“County”).

WITNESSETH

WHEREAS, Blanchard is the developer of certain real property located in Dawson County known as Dawson Marketplace, which is shown on the “Site Plan” attached hereto as “Exhibit A” and incorporated herein by reference; and

WHEREAS, the parties seek to improve Gordon Moss Road, a County road that provides access to Dawson Marketplace as shown on the Site Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Repairs and Construction by Dawson County.

Dawson County agrees to repair, construct and pave to applicable road specifications of Dawson County the roadway known as Gordon Moss Road from Whitmire Road to Dawson Forest Road after relocation and realignment of Gordon Moss Road in accord with the Site Plan.

2. Relocated and Realigned Portion of Gordon Moss Road to be Constructed by Blanchard.

Blanchard hereby agrees to pay the cost to construct the relocated and realigned sections of Gordon Moss Road that intersect with Dawson Forest Road and Whitmire Road to road specifications of Dawson County. The construction costs owed by Blanchard set forth herein shall include the following items:

- clearing and grubbing the right-of-way site;
- establishing and installing erosion control best management practices;
- a construction survey;
- staking;
- site grading;
- installing the detention pond;
- drainage ditches;
- implementing the drainage and grading plan;
- surveying staking to the finished grade;
- relocating existing utilities;
- installing proposed utilities;
- establishing the final grade for the sidewalk, curb, and roadway;
- installing the curb and gutter, sidewalks, catch basins, and ADA ramps;
- backfilling the curb and sidewalks;
- paving and grading for intersections at Dawson Forest Road and Whitmire Road;
- paving and grading the Gordon Moss Road roundabout shown on the site plan;
- the finish grading; and
- applying seed and straw.

3. Road Specification Standards.

The parties acknowledge and agree that the road specifications set forth herein shall be contained in contract and bid documents that shall be posted and advertised by Dawson County for road repairs to Gordon Moss Road. The contract and bid documents shall be attached to this Agreement as exhibits and shall be incorporated herein by reference to such exhibit or exhibits.

4. Dedication.

Upon completion of the relocation and realignment as set forth herein and the construction as set forth herein, Blanchard without requiring additional consideration shall dedicate, and the County shall accept the dedication of, the relocated and realigned portion of Gordon Moss Road by executing and delivering either a Quit Claim or a Limited Warranty Deed without restrictions, limitations, or encumbrances conveying real property to the County, and Blanchard will execute and deliver such other documents necessary to vest fee simple absolute title to the conveyed real property to the County. Blanchard shall be responsible for its own attorney fees, document preparation costs, administrative costs, costs related to the release of any encumbrance and any transfer tax related to such conveyance, and the County will pay those costs and expenses incurred by the County to accept the dedication and to record such documents.

5. Payment by Blanchard.

Blanchard shall pay to Dawson County the amount of the contractor's bid for the work upon Gordon Moss Road after realignment/relocation that exceeds \$500,000.00. The parties acknowledge, consent, and agree that the cost estimate of \$500,000.00 is based upon information currently available to the parties, but the cost estimate is subject to amendment based upon the final design and the bid accepted.

Additionally, Blanchard agrees to post a bond in the amount of \$250,000.00 to insure that Blanchard proceeds with the development known as Dawson Marketplace shown on the Site Plan, which justifies work upon existing Gordon Moss Road and the realigned/relocated section of Gordon Moss Road. The bond shall remain in effect for fifteen (15) months after completion of work upon existing Gordon Moss Road and the realigned/relocated section of Gordon Moss Road described herein.

6. Non-waiver.

No delay or omission by either party in exercising any rights accruing upon any default by the other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this agreement by the other party shall not be construed as a waiver of any subsequent breach or default of the same or any other provision of this agreement. Except as specifically provided in this agreement, no remedy provided by this agreement shall be exclusive, but each remedy shall be cumulative with all other remedies provided in this agreement and all remedies at law or in equity shall be available.

7. Nonterminable Agreement.

No breach of the provisions of this agreement shall entitle either party to cancel, rescind, or otherwise terminate this agreement, but such limitations shall not affect in any manner any other rights or remedies that either party may have by reason of any breach of the provisions of this agreement.

8. Force Majeure.

If either party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified by an engineer or a contractor, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. The lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

9. Notices.

All notices shall be given by either party to the other party hereunder in writing and shall be delivered in person or by private, nationally recognized carrier guaranteeing next day delivery or by United States registered or certified mail, postage prepaid, return receipt requested addressed to the party for whom intended at the address set forth herein or at such other address as the party in question may specify in writing. All notices shall be deemed given on the date delivered.

If to Blanchard:

If to the County:

Cindy Campbell
Dawson County Manager
Justice Way
Dawsonville, GA 30534

10. Miscellaneous.

A. If any provision of this agreement or any portion thereof or the application thereof to any person or circumstance shall to any extent be held invalid, inoperative or unenforceable, then the remainder of this agreement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby.

Any such invalid provision shall not be deemed to affect the consideration for this agreement, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

B. This agreement shall be construed in accord with the laws of the State of Georgia. This agreement represents the entire agreement regarding the subject matter hereof and shall supersede any prior agreement inconsistent with the terms hereof.

C. Nothing in this agreement shall be construed to make the parties hereto partners or joint venturers or render either of the parties hereto liable for the debts or obligations of the other.

D. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. This agreement may be amended or modified at any time by a declaration in writing that is executed and acknowledged by the parties to the agreement or their successors or assigns. This agreement shall not be otherwise amended or modified during the term hereof.

F. Time is of the essence of this agreement.

G. The recitals appearing at the beginning of this agreement are made an integral part of this agreement.

H. The parties agree that this agreement shall be construed as a development agreement in accord with O.C.G.A. § 36-71-13(a)(b).

IN WITNESS WHEREOF, the County and Blanchard have executed this agreement under seal as of the date first above written.

Dawson County Board of Commissioners

Attest:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, Clerk

Blanchard

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GORDON MOSS ROAD, HG DESIGN						
	DESCRIPTION	Unit	Estimated number of units		unit cost estimate	ESTIMATE
CLEARING, GRUBBING, EARTHWORK, GRADING						
	CLEARING & GRUBBING	AC	6.50		\$ 7,000.00	\$ 45,500
	EARTHWORK-CUT	CY	43000		\$ 3.00	\$ 129,000
	EARTHWORK-FILL UNADJUSTED	CY	22000		\$ 3.00	\$ 66,000
EARTHWORK & CLEARING SUB TOTAL						\$ 240,500
PAVING, SIDEWALK & CURBING						
	GR. AGGR. BASE COURSE, INCLUDING MATERIAL (8")	TN	7540		\$ 20.00	\$ 150,800
	RECYCLED ASPH CONCRETE 9.5MM SUPERPAVE, GP 2 ONLY INCL BITUMEN MATL AND H-LIME (1.5")	TN	1240		\$ 90.00	\$ 111,600
	RECYCLED ASPH CONCRETE 19MM SUPERPAVE, GP 1 OR 2 INCL BITUMEN MATL AND H-LIME (2")	TN	2480		\$ 90.00	\$ 223,200
	BITUMINOUS TACK COAT	GAL	1400		\$ 4.00	\$ 5,600
	CONC SIDEWALK	SY	1733		\$ 30.00	\$ 52,000
	CONC CURB AND GUTTER, 6"X24", TP7	LF	690		\$ 20.00	\$ 13,800
	CONC CURB AND GUTTER, 6"X24", TP2	LF	6290		\$ 20.00	\$ 125,800
PAVING, SIDEWALK, CURBING SUB TOTAL						\$ 682,800
STORM DRAINAGE						
	STORM DRAIN PIPE 18 IN H 0-10	LF	766		\$ 40.00	\$ 30,640
	STORM DRAIN PIPE 24 IN H 0-10	LF	949		\$ 60.00	\$ 56,940
	STORM DRAIN PIPE 30 IN H 0-10	LF	55		\$ 80.00	\$ 4,400
	STORM DRAIN PIPE 36 IN H 0-10	LF	420		\$ 90.00	\$ 37,800
	STORM DRAIN PIPE 42 IN H 0-10	LF	764		\$ 100.00	\$ 76,400
	STORM DRAIN PIPE 48 IN H 0-10	LF	1338		\$ 120.00	\$ 160,560
	STORM DRAIN PIPE 54 IN H 0-10	LF	43		\$ 140.00	\$ 6,020
	DROP INLET H 0 -10	EA	7		\$ 2,500.00	\$ 17,500
	JUNCTION BOX H 0-10	EA	19		\$ 2,000.00	\$ 38,000
	SINGLE WING CB H-0-10	EA	16		\$ 3,000.00	\$ 48,000
	DOUBLE WING CB H-0-10	EA	4		\$ 3,000.00	\$ 12,000
	HEADWALL 18"	EA	1		\$ 300.00	\$ 300
	HEADWALL 48"	EA	1		\$ 800.00	\$ 800
	HEADWALL 54"	EA	1		\$ 900.00	\$ 900
	RIP RAP (TYPE 1) AND FABRIC	SY	100		\$ 50.00	\$ 5,000
STORM DRAINAGE SUB TOTAL						\$ 495,260
EROSION CONTROL						
	EROSION CONTROL	LS	1		\$ 20,000.00	\$ 20,000
EROSION CONTROL SUB-TOTAL						\$ 20,000
SIGNING & MARKING						
	5" SOLID WHITE THERMO	LF	437		\$ 1.00	\$ 437
	5" SOLID YELLOW THERMO	LF	5665		\$ 1.00	\$ 5,665
	8" SOLID WHITE THERMO	LF	2260		\$ 2.00	\$ 4,520
	WHITE HATCH THERMO	SY	153		\$ 4.00	\$ 612
	YELLOW HATCH THERMO	SY	240		\$ 4.00	\$ 960
	5" SKIP YELLOW	GLF	2968		\$ 4.00	\$ 11,872
	24" SOLID WHITE THERMO	LF	277		\$ 4.00	\$ 1,108
	TP 2 ARROW THERMO	EA	50		\$ 90.00	\$ 4,500
	TP 3 ARROW THERMO	EA	1		\$ 150.00	\$ 150
	YIELD ARROWS IN A LINE	LF	57		\$ 10.00	\$ 570
	SIGNING, RPMS, DETECTABLE WARNINGS	LS	1		\$ 5,000.00	\$ 5,000
SIGNING & MARKING SUB-TOTAL						\$ 35,394
MISC.						
SUBTOTAL						
CONSTRUCTION SUBTOTAL						\$ 1,473,954
CONTINGENCY						
CONSTRUCTION TOTAL						\$ 1,473,954

GORDON MOSS ROAD, COUNTY STANDARD DESIGN--24' WIDE

	DESCRIPTION	Unit	Estimated number of units		unit cost estimate	ESTIMATE
CLEARING, GRUBBING, EARTHWORK, GRADING						
	CLEARING & GRUBBING	AC	4.40		\$ 7,000.00	\$ 30,800
	EARTHWORK--CUT	CY	29000		\$ 3.00	\$ 87,000
	EARTHWORK--FILL UNADJUSTED	CY	15000		\$ 3.00	\$ 45,000
EARTHWORK & CLEARING SUB TOTAL						\$ 162,800
PAVING, SIDEWALK & CURBING						
	GR. AGGR. BASE COURSE, INCLUDING MATERIAL (8")	TN	4100		\$ 20.00	\$ 82,000
	RECYCLED ASPH CONCRETE 9.5MM SUPERPAVE, GP 2 ONLY INCL BITUMEN MATL AND H-LIME (1.5")	TN	720		\$ 90.00	\$ 64,800
	RECYCLED ASPH CONCRETE 19MM SUPERPAVE, GP 1 OR 2 INCL BITUMEN MATL AND H-LIME (2")	TN	1440		\$ 90.00	\$ 129,600
	BITUMINOUS TACK COAT	GAL	700		\$ 4.00	\$ 2,800
	CONC SIDEWALK	SY	0			\$ -
	CONC CURB AND GUTTER, 6"X24", TP7	LF	0			\$ -
	CONC CURB AND GUTTER, 6"X24", TP2	LF	0			\$ -
PAVING, SIDEWALK, CURBING SUB TOTAL						\$ 279,200
STORM DRAINAGE						
	SIDE DRAIN PIPE 24 IN H 0-10	LF	400		\$ 40.00	\$ 16,000
	24" FLARE END SECTIONS	EA	20		\$ 600.00	\$ 12,000
	RIP RAP (TYPE 1) AND FABRIC	SY	100		\$ 50.00	\$ 5,000
STORM DRAINAGE SUB TOTAL						\$ 33,000
EROSION CONTROL						
	EROSION CONTROL	LS	1		\$ 20,000.00	\$ 20,000
EROSION CONTROL SUB-TOTAL						\$ 20,000
SIGNING & MARKING						
	5" SOLID WHITE THERMO	LF	6300		\$ 1.00	\$ 6,300
	5" SOLID YELLOW THERMO	LF	6300		\$ 1.00	\$ 6,300
	24" SOLID WHITE THERMO	LF	220		\$ 4.00	\$ 880
	TP 2 ARROW THERMO	EA	6		\$ 90.00	\$ 540
	SIGNING, RPMS, DETECTABLE WARNINGS	LS	1		\$ 5,000.00	\$ 5,000
SIGNING & MARKING SUB-TOTAL						\$ 19,020
MISC.						
CONSTRUCTION SUBTOTAL						\$ 514,020
CONTINGENCY						
CONSTRUCTION TOTAL						\$ 514,020